

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

MANTIS COMMUNICATIONS, LLC, Plaintiff, v. BESTBUY.COM, LLC	Civil Action No. 2:16-cv-00661-JRG-RSP <b>LEAD CASE</b>
HOME DEPOT U.S.A., LLC	Civil Action No. 2:16-cv-00662-JRG-RSP
HSN, INC.	Civil Action No. 2:16-cv-00663-JRG-RSP
JO-ANN STORES, LLC	Civil Action No. 2:16-cv-00664-JRG-RSP
KMART CORPORATION	Civil Action No. 2:16-cv-00665-JRG-RSP

**DEFENDANT’S BESTBUY.COM, LLC’S ANSWER TO PLAINTIFF MANTIS  
COMMUNICATIONS, LLC’S COMPLAINT FOR PATENT INFRINGEMENT**

Defendant BestBuy.com, LLC (“BestBuy.com”) hereby answers Complaint for Patent Infringement (“Complaint”) filed by Plaintiff Mantis Communications, LLC (“Plaintiff”) as follows:

**GENERAL DENIAL**

BestBuy.com denies each and every allegation, matter or thing contained in the Complaint which is not expressly admitted, qualified, or answered herein.

**INTRODUCTORY PARAGRAPH**

To the extent the introductory paragraph of the Complaint purports to allege Plaintiff has a valid claim for patent infringement against BestBuy.com, BestBuy.com denies those allegations.

**BACKGROUND**

1. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

2. BestBuy.com denies all allegations in this paragraph that are directed to BestBuy.com. To the extent the allegations in this paragraph are directed to other parties, BestBuy.com is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.
3. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
4. BestBuy.com admits that the patents-in-suit attached to the Complaint as exhibits A through G appear to share a common specification and are entitled "System and Method to Initiate a Mobile Data Communication Utilizing a Trigger System." BestBuy.com denies all other allegations in this paragraph.
5. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
6. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
7. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
8. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
9. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
10. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

11. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
12. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
13. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
14. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
15. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
16. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
17. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
18. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
19. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
20. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
21. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

22. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
23. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
24. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
25. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
26. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
27. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
28. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
29. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

#### **PARTIES**

30. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them
31. BestBuy.com, LLC admits that Best Buy Co., Inc. is a Minnesota corporation with its principal place of business at 7601 Penn Avenue South, Richfield, MN 55423. BestBuy.com, LLC also admits that Best Buy Co., Inc. is registered to do business in the

State of Texas and may be served with process at its registered agent for receipt of service of process, C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX 75201.

**JURISDICTION AND VENUE**

32. BestBuy.com admits that the Complaint purports to state a cause of action arising under the patent laws of the United States, Title 35 of the United States Code, and that 28 U.S.C. §§ 1331 and 1338(a) grant district courts original jurisdiction over civil actions arising under that Act.
33. BestBuy.com does not contest that the Court has personal jurisdiction over BestBuy.com, but denies that it has committed acts of patent infringement in this District or elsewhere.
34. Without admitting that it is necessarily proper or convenient, for the purposes of this action only, BestBuy.com does not contest that venue is permissible under 28 U.S.C. §§ 1391(b), 1391(c), and/or 1400(b). BestBuy.com does not contest that the Court has personal jurisdiction over it, but denies that it has committed acts of patent infringement in this District or elsewhere.

**COUNT I  
INFRINGEMENT OF U.S. PATENT NO. 7,403,788**

35. BestBuy.com incorporates and realleges the allegations of paragraphs 1-34 as fully set forth above.
36. BestBuy.com denies each and every allegation in this paragraph.
37. BestBuy.com admits that it operates the Internet site <http://www.bestbuy.com> and that the site is accessible to Texas residents, but it is not necessarily directed purposely or solely at this District or the residents of this District.
38. BestBuy.com admits that it offers its customers Best Buy mobile applications on Android and iPhone products and that those applications are accessible by Texas residents, but not

necessarily directed purposely or solely at this District or the residents of this District.

BestBuy.com admits that the screenshots included in this paragraph appear to depict the Best Buy mobile application or an advertisement for the application on BestBuy.com.

39. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “marketing-related content” but does not provide a definition of the term.

40. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “targeted content delivery” but does not provide a definition of the term.

41. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “device addresses” but does not provide a definition of the term.

42. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.

43. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “trigger client component” but does not provide a definition of the term.

44. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “trigger client component” but does not provide a definition of the term.
45. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “an offer entry system” but does not provide a definition of the term.
46. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “an offer entry system” but does not provide a definition of the term.
47. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.
48. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.
49. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.
50. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
51. BestBuy.com denies each and every allegation in this paragraph.
52. BestBuy.com denies each and every allegation in this paragraph.
53. BestBuy.com denies each and every allegation in this paragraph.
54. BestBuy.com denies each and every allegation in this paragraph.

55. BestBuy.com denies each and every allegation in this paragraph.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 7,792,518**

56. BestBuy.com incorporates and realleges paragraphs 1-55 as fully set forth above.

57. BestBuy.com denies each and every allegation in this paragraph.

58. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system” but does not provide a definition of the term.

59. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “an offer application system” but does not provide a definition of the term.

60. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “an offer entry system” but does not provide a definition of the term.

61. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a mobile device identification number” but does not provide a definition of the term.

62. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.

63. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.



64. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.

65. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

66. BestBuy.com denies each and every allegation in this paragraph.

67. BestBuy.com denies each and every allegation in this paragraph.

68. BestBuy.com denies each and every allegation in this paragraph.

69. BestBuy.com denies each and every allegation in this paragraph.

70. BestBuy.com denies each and every allegation in this paragraph.

**COUNT III**  
**INFRINGEMENT OF U.S. PATENT NO. 8,131,262**

71. BestBuy.com incorporates and realleges the allegations of paragraphs 1-70 as fully set forth above.

72. BestBuy.com denies each and every allegation in this paragraph.

73. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “targeted content delivery” but does not provide a definition of the term.

74. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.

75. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to a “trigger client component” but does not provide a definition of the term.

76. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to a “trigger client component” but does not provide a definition of the term.

77. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a mobile application server” but does not provide a definition of the term.

78. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to a “trigger system server” but does not provide a definition of the term.

79. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.

80. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.

81. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences.. BestBuy.com denies the remainder of the allegations in this paragraph.

82. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

83. BestBuy.com denies each and every allegation in this paragraph.

84. BestBuy.com denies each and every allegation in this paragraph.

85. BestBuy.com denies each and every allegation in this paragraph.

86. BestBuy.com denies each and every allegation in this paragraph.

87. BestBuy.com denies each and every allegation in this paragraph.

**COUNT IV  
INFRINGEMENT OF U.S. PATENT NO. 8,437,784**

88. BestBuy.com incorporates and reallages the allegations of paragraphs 1-87.

89. BestBuy.com denies each and every allegation in this paragraph.

90. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “targeted content delivery” but does not provide a definition of the term.

91. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system server” but does not provide a definition of the term.

92. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger client component” but does not provide a definition of the term.

93. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.

94. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “trigger system server” but does not provide a definition of the term.

95. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.

96. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.

97. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.

98. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

99. BestBuy.com denies each and every allegation in this paragraph.

100. BestBuy.com denies each and every allegation in this paragraph.

101. BestBuy.com denies each and every allegation in this paragraph.

102. BestBuy.com denies each and every allegation in this paragraph.

103. BestBuy.com denies each and every allegation in this paragraph.

**COUNT V**  
**INFRINGEMENT OF U.S. PATENT NO. 8,761,732**

104. BestBuy.com incorporates and reallages the allegations of paragraphs 1-103.

105. BestBuy.com denies each and every allegation in this paragraph.

106. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “targeted content delivery” but does not provide a definition of the term.

107. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system server” but does not provide a definition of the term.

108. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger client component” but does not provide a definition of the term.

109. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.

110. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system server” but does not provide a definition of the term.

111. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.

112. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.

113. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.

114. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

115. BestBuy.com denies each and every allegation in this paragraph.

116. BestBuy.com denies each and every allegation in this paragraph.

117. BestBuy.com denies each and every allegation in this paragraph.

118. BestBuy.com denies each and every allegation in this paragraph.

119. BestBuy.com denies each and every allegation in this paragraph.

**COUNT VI  
INFRINGEMENT OF U.S. PATENT NO. 8,938,215**

120. BestBuy.com incorporates and reallages the allegations of paragraphs 1-119.

121. BestBuy.com denies each and every allegation in this paragraph.

122. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system server” but does not provide a definition of the term.

123. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger client component” but does not provide a definition of the term.

124. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.

125. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “the trigger system server” but does not provide a definition of the term.

126. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.

127. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.

128. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.

129. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

130. BestBuy.com denies each and every allegation in this paragraph.

131. BestBuy.com denies each and every allegation in this paragraph.

132. BestBuy.com denies each and every allegation in this paragraph.

133. BestBuy.com denies each and every allegation in this paragraph.

134. BestBuy.com denies each and every allegation in this paragraph.

**COUNT VII**  
**INFRINGEMENT OF U.S. PATENT NO. 9,092,803**

135. BestBuy.com incorporates and reallages the allegations of paragraphs 1-134.
136. BestBuy.com denies each and every allegation in this paragraph.
137. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “targeted content delivery” but does not provide a definition of the term.
138. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger system [server]” but does not provide a definition of the term.
139. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a trigger client component” but does not provide a definition of the term.
140. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to “a message application server” but does not provide a definition of the term.
141. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. For example, this allegation relates to a “trigger system server” but does not provide a definition of the term.



142. BestBuy.com admits that it is capable of notifying users regarding their order status and deals. BestBuy.com denies the remainder of the allegations in this paragraph.
143. BestBuy.com admits that it is capable of creating targeted content for users. BestBuy.com denies the remainder of the allegations in this paragraph.
144. BestBuy.com admits that customers can update their email addresses, mobile numbers and message preferences. BestBuy.com denies the remainder of the allegations in this paragraph.
145. BestBuy.com is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.
146. BestBuy.com denies each and every allegation in this paragraph.
147. BestBuy.com denies each and every allegation in this paragraph.
148. BestBuy.com denies each and every allegation in this paragraph.
149. BestBuy.com denies each and every allegation in this paragraph.
150. BestBuy.com denies each and every allegation in this paragraph.

**RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF**

These paragraphs, listed as (A) through (K) in the Complaint set forth a statement of relief requested by Plaintiff to which no response is required. To the extent any admission or denial may be required, however, BestBuy.com denies that Plaintiff is entitled to any of the requested relief to the extent such relief is sought against BestBuy.com, and BestBuy.com denies any allegations that are directed to BestBuy.com.

**RESPONSE TO PLAINTIFF'S DEMAND FOR JURY TRIAL**

This paragraph sets forth Plaintiff's request for a jury trial, to which no response is required. To the extent that any admission or denial may be required, however, BestBuy.com admits that Plaintiff purports to request a trial by jury of any issues so triable by right.

**AFFIRMATIVE DEFENSES**

Subject to the responses above, BestBuy.com asserts the following affirmative defenses in response to the allegations of infringement, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein.

**FIRST AFFIRMATIVE DEFENSE  
(Non-Infringement of U.S. Patent No. 7,403,788)**

151. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 7,403,788, either literally or under the doctrine of equivalents.

**SECOND AFFIRMATIVE DEFENSE  
(Invalidity of U.S. Patent No. 7,403,788)**

152. Each claim of U.S. Patent No. 7,403,788 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**THIRD AFFIRMATIVE DEFENSE  
(Time-Barred Per 35 U.S.C. § 286)**

153. Plaintiff's claims regarding U.S. Patent No. 7,403,788 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**FOURTH AFFIRMATIVE DEFENSE**  
**(Estoppel, Laches, and/or Waiver)**

154. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 7,403,788.

**FIFTH AFFIRMATIVE DEFENSE**  
**(No Basis for Injunction)**

155. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 7,403,788. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**SIXTH AFFIRMATIVE DEFENSE**  
**(Non-Infringement of U.S. Patent No. 7,792,518)**

156. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 7,792,518, either literally or under the doctrine of equivalents.

**SEVENTH AFFIRMATIVE DEFENSE**  
**(Invalidity of U.S. Patent No. 7,792,518)**

157. Each claim of U.S. Patent No. 7,792,518 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(Time-Barred Per 35 U.S.C. § 286)**

158. Plaintiff's claims regarding 7,792,518 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**NINTH AFFIRMATIVE DEFENSE  
(Estoppel, Laches, and/or Waiver)**

159. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 7,792,518.

**TENTH AFFIRMATIVE DEFENSE  
(No Basis for Injunction)**

160. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 7,792,518. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**ELEVENTH AFFIRMATIVE DEFENSE  
(Non-Infringement of U.S. Patent No. 8,131,262)**

161. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 8,131,262, either literally or under the doctrine of equivalents.

**TWELFTH AFFIRMATIVE DEFENSE  
(Invalidity of U.S. Patent No. 8,131,262)**

162. Each claim of U.S. Patent No. 8,131,262 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**THIRTEENTH AFFIRMATIVE DEFENSE  
(Time-Barred Per 35 U.S.C. § 286)**

163. Plaintiff's claims regarding 8,131,262 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**FOURTEENTH AFFIRMATIVE DEFENSE**  
**(Estoppel, Laches, and/or Waiver)**

164. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 8,131,262.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
**(No Basis for Injunction)**

165. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 8,131,262. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**SIXTEENTH AFFIRMATIVE DEFENSE**  
**(Non-Infringement of U.S. Patent No. 8,437,784)**

166. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 8,437,784, either literally or under the doctrine of equivalents.

**SEVENTEENTH AFFIRMATIVE DEFENSE**  
**(Invalidity of U.S. Patent No. 8,437,784)**

167. Each claim of U.S. Patent No. 8,437,784 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**EIGHTEENTH AFFIRMATIVE DEFENSE**  
**(Time-Barred Per 35 U.S.C. § 286)**

168. Plaintiff's claims regarding 8,437,784 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**NINETEENTH AFFIRMATIVE DEFENSE  
(Estoppel, Laches, and/or Waiver)**

169. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 8,437,784.

**TWENTIETH AFFIRMATIVE DEFENSE  
(No Basis for Injunction)**

170. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 8,437,784. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**TWENTY FIRST AFFIRMATIVE DEFENSE  
(Non-Infringement of U.S. Patent No. 8,761,732)**

171. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 8,761,732, either literally or under the doctrine of equivalents.

**TWENTY SECOND AFFIRMATIVE DEFENSE  
(Invalidity of U.S. Patent No. 8,761,732)**

172. Each claim of U.S. Patent No. 8,761,732 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**TWENTY THIRD AFFIRMATIVE DEFENSE  
(Time-Barred Per 35 U.S.C. § 286)**

173. Plaintiff's claims regarding 8,761,732 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**TWENTY FOURTH AFFIRMATIVE DEFENSE**  
**(Estoppel, Laches, and/or Waiver)**

174. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 8,761,732.

**TWENTY FIFTH AFFIRMATIVE DEFENSE**  
**(No Basis for Injunction)**

175. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 8,761,732. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**TWENTY SIXTH AFFIRMATIVE DEFENSE**  
**(Non-Infringement of U.S. Patent No. 8,938,215)**

176. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 8,938,215, either literally or under the doctrine of equivalents.

**TWENTY SEVENTH AFFIRMATIVE DEFENSE**  
**(Invalidity of U.S. Patent No. 8,938,215)**

177. Each claim of U.S. Patent No. 8,938,215 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**TWENTY EIGHTH AFFIRMATIVE DEFENSE**  
**(Time-Barred Per 35 U.S.C. § 286)**

178. Plaintiff's claims regarding 8,938,215 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.

**TWENTY NINTH AFFIRMATIVE DEFENSE  
(Estoppel, Laches, and/or Waiver)**

179. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 8,938,215.

**THIRTIETH AFFIRMATIVE DEFENSE  
(No Basis for Injunction)**

180. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 8,938,215. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**THIRTY FIRST AFFIRMATIVE DEFENSE  
(Non-Infringement of U.S. Patent No. 9,092,803)**

181. BestBuy.com has not infringed and does not infringe any valid and enforceable claim of U.S. Patent No. 9,092,803, either literally or under the doctrine of equivalents.

**THIRTY SECOND AFFIRMATIVE DEFENSE  
(Invalidity of U.S. Patent No. 9,092,803)**

182. Each claim of U.S. Patent No. 9,092,803 is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

**THIRTY THIRD AFFIRMATIVE DEFENSE  
(Time-Barred Per 35 U.S.C. § 286)**

183. Plaintiff's claims regarding 9,092,803 are barred, in whole or in part, pursuant to the time limitation on damages for patent infringement, 35 U.S.C. § 286.



**THIRTY FOURTH AFFIRMATIVE DEFENSE**  
**(Estoppel, Laches, and/or Waiver)**

184. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation, Plaintiff's unreasonable delay in asserting U.S. Patent No. 9,092,803.

**THIRTY FIFTH AFFIRMATIVE DEFENSE**  
**(No Basis for Injunction)**

185. Plaintiff is not entitled to injunctive relief because BestBuy.com does not infringe any valid and enforceable claim of U.S. Patent No. 9,092,803. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by BestBuy.com, and Plaintiff has an adequate remedy at law for any claims it can prove.

**ADDITIONAL DEFENSES**

In addition to the affirmative defenses set forth above, BestBuy.com specifically reserves all rights to assert additional affirmative defenses under the Federal Rules of Civil Procedure, the patent laws of the United States, and any other defenses at law or in equity that may exist now or that may become available in the future.

DATED: August 25, 2016

Respectfully submitted,

/s/ Andrew J. Kabat

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 25<sup>th</sup> day of August, 2016, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this instrument via the Court's CM/ECF system per Local Rule CV-5(a)(3). Any other counsel of record will be served by facsimile transmission and/or first class mail.

/s/ Andrew J. Kabat  
Andrew J. Kabat